

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/13/2012

Action Requested By:
General Services

Agenda Item Type
Resolution

Subject Matter:

Resolution Authorizing the Mayor to execute an Agreement between the City of Huntsville and Huntsville Utilities for the sale of a surplus generator.

Exact Wording for the Agenda:

Resolution Authorizing the Mayor to execute an Agreement between the City of Huntsville and Huntsville Utilities for the sale of a surplus generator.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

The generator is surplus and this is the most efficient way to dispose of the asset.

Associated Cost: -80,000.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 8/5/12

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: General Services

Council Meeting Date: 9/13/2012

Department Contact: Barry Crumrine

Phone # 256-427-5670

Contract or Agreement: Agreement between the City of Huntsville, Alabama and Huntsville Utilities

Document Name: Agreement for Surplus Generator

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

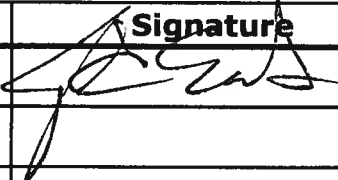
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		9/5/12
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to declare as surplus and enter into an agreement by and between the City of Huntsville and Huntsville Utilities for the sale of one (1) surplus Caterpillar Generator Serial Number #1EZ06995 in the amount of Eighty Thousand Dollars and No/100 (\$80,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between City of Huntsville and Huntsville Utilities for the sale of a surplus generator" consisting of Three (3) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2012.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the _____ day of _____, 2012.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE, ALABAMA AND
HUNTSVILLE UTILITIES FOR THE
SALE OF A SURPLUS GENERATOR**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made this 13th day of September, 2012, by and between the City of Huntsville, a municipal corporation in the State Alabama (hereinafter referred to as the "City") and Huntsville Utilities.

RECITALS

WHEREAS, the City of Huntsville, Alabama owns certain surplus generator; and

WHEREAS, the City Council of the City of Huntsville, Alabama has declared that the said equipment are surplus and no longer serve a municipal purpose; and

WHEREAS, Huntsville Utilities desires to purchase, and the City desires to sell the generator on the terms and conditions set forth herein; and

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to-wit:

1.0 The City agrees to sell, and Huntsville Utilities agrees to purchase one (1) Caterpillar Generator (Serial Number 1EZ06995 Model # 3412). The said equipment is hereinafter referred to as the "Equipment".

2.0 Huntsville Utilities agrees to pay the City the sum of Eighty Thousand Dollars (\$80,000.00) for the Equipment. Payment is due to the City upon Huntsville Utilities receiving the Equipment.

3.0 Huntsville Utilities will pick up the equipment, at a time mutually agreeable to the parties at 615 Washington Street Huntsville, Alabama 35801. The transaction will take place within fourteen (14) days of the execution of this agreement by the last party to execute it. Title and liability for loss or damage to the Equipment shall pass to Huntsville Utilities. Any loss or damage after receiving the equipment shall not relieve Huntsville Utilities from any obligations under this Agreement.

4.0 Huntsville Utilities understands and agrees that it is purchasing the Equipment "as is", and that the City makes no warranty, express or implied, including but

not limited to any express or implied warranty of merchantability or fitness for a particular purpose.

5.0 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Huntsville Utilities.

6.0 This Agreement shall be governed by the law of the State of Alabama. Venue to enforce any of the terms of this Agreement shall be in the courts of Madison County, Alabama.

7.0 Huntsville Utilities shall not assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and Huntsville Utilities, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

8.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

9.0 This contract contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto

10.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

11.0 The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

HUNTSVILLE UTILITIES

Attest:

By : _____

Its: _____

CITY OF HUNTSVILLE

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____

Tommy Battle
Its: Mayor